

FILED

10 MAR -5 PM 12:59

CLERK, U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

BY: *mtB*

DEPUTY

1 Robert J. Buscho, SBN 122556
2 rbuscho@unitedlawgroup.com
3 UNITED LAW GROUP
4 2525 Campus Drive
5 Irvine, California 92612
6 Telephone: (800) 670-5578
7 Facsimile: (800) 560-0452

8 Attorneys for Defendant,
9 UNITED LAW GROUP

10
11 UNITED STATES DISTRICT COURT
12 SOUTHERN DISTRICT OF CALIFORNIA

13 TERESA KEEHAN, an individual,

14 Plaintiff,

15 vs.

16 UNITED LAW GROUP, INC., a
17 California corporation; C.C. BROWN
18 LAW, LLC, d/b/a THE LAW OFFICE
19 OF C.C. BROWN, a Utah Limited
20 Liability Company; CHARLES
21 BROWN, an individual; and DOES 1
22 through 20, inclusive,

23 Defendants.

Case No.: '10CV U 484 IEG

WVG

NOTICE OF REMOVAL OF
ACTION UNDER 28 U.S.C. §
1441(b) (FEDERAL QUESTION)

BY FAX

24
25 TO THE HONORABLE UNITED STATES DISTRICT COURT, THE
26 CLERK OF THE COURT, AND ALL PARTIES AND COUNSEL:

27 Defendant UNITED LAW GROUP, INC ("ULG"), under 28 U.S.C. §§
28 1331, 1441 and 1446, hereby remove this action from the Superior Court of San

1 Diego, to the United States District Court for the Southern District of California,
2 and allege and state as follows:

3 1. On February 2, 2010, an action was commenced in the Superior Court
4 of the State of California in and for the County of San Diego, entitled TERESA
5 KEEHAN, Plaintiffs, vs. UNITED LAW GROUP, INC., a California corporation;
6 C.C. BROWN LAW, LLC, d/b/a THE LAW OFFICE OF C.C. BROWN, a Utah
7 Limited Liability Company; CHARLES BROWN, an individual; and DOES 1
8 through 20, inclusive, Defendants, as case number 37-2010-0050924-CU-BC-NC.
9 A true and correct copy of the Summons and Complaint in this action is attached
10 hereto as Exhibit "A".

11 2. The first date upon which ULG received a copy of said complaint
12 along with a Notice of Acknowledgment of Receipt was on February 5, 2010. Said
13 Notice was signed on the same date. A true and correct copy of the signed Notice
14 and Acknowledgment of Receipt is attached hereto as Exhibit "B".

15 3. This action is a civil action of which this Court has original
16 jurisdiction under 28 U.S.C. § 1331, and is one which may be removed to this
17 Court by Defendants pursuant to the provisions of 28 U.S.C. § 1441(b) in that it
18 arises under, without limitation, 18 U.S.C. §§ 1961 *et seq.* and thereby raises a
19 question of law drawn upon a federal statute enacted by Congress.

20 4. A Notice to Adverse Parties of Removal of this Action is concurrently
21 filed with the Superior Court of California for the County of San Diego and a
22 Certificate of Service will be filed forthwith with this Court.

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28 //

1 5. Defendant reserves the right to amend or supplement this Notice as
2 provided by law.

3
4 Dated: February 24, 2010

Respectfully submitted,
UNITED LAW GROUP


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8 By: 
9 Attorneys for Defendant
10 United Law Group
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EXHIBIT “A”

RECEIVED FEB 5 2010

SUM-100

SUMMONS

(CITACION JUDICIAL)

NOTICE TO DEFENDANT:

(AVISO AL DEMANDADO):

UNITED LAW GROUP, INC, a California corporation; C.C. BROWN LAW, LLC, d/b/a THE LAW OFFICE OF C.C. BROWN, a Utah Limited Liability Company; CHARLES BROWN, an individual; and DOES 1

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

TERESA KEEHAN, an individual,

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)
2010 FEB -2 PM 2:22
CLERK-SUPERIOR COURT
SAN DIEGO COUNTY, CA

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):
Superior Court of California, County of San Diego, North County
Division. 325 South Melrose, Vista, CA 92081

CASE NUMBER:
(Número) 27-2010-00050924-CU-BC-NC

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Duane M. Linstrom, 2667 Camino del Rio Sout, Suite 301-12, San Diego, CA 92108

DATE: FEB 2 2010

Clerk, by T. Ozenbaugh

Deputy (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

(SEAL)

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify): *United Law Group, Inc.*

- under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):

4. ☐ by personal delivery on (date):

Page 1 of 1

1 DUANE M. LINSTROM, SBN 206294
2 **LAW OFFICE OF DUANE M. LINSTROM**
2667 Camino del Rio South, Suite 301-12
San Diego, CA 92108
Telephone: (619) 379-3496
Facsimile: (619) 374-1980
Email: duane@linstromlaw.net
Attorney for Teresa Keehan

FILED
NORTH COUNTY DISTRICT COURT
2010 FEB -2 PM 2: 22

CLERK OF DISTRICT COURT
SAN DIEGO COUNTY, CA

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA,
9 COUNTY OF SAN DIEGO, NORTH COUNTY DIVISION

10 TERESA KEEHAN, an individual,

11 Plaintiff,

12 vs.

13
14 UNITED LAW GROUP, INC, a California
corporation; C.C. BROWN LAW, LLC,
15 d/b/a THE LAW OFFICE OF C.C.
BROWN, a Utah Limited Liability
16 Company; CHARLES BROWN, an
individual; and DOES 1 through 20,
17 inclusive.

18 Defendants.

CASE NO. 37-2010-00050924-CU-BC-NC

COMPLAINT FOR:

- 1) UNLAWFUL PRACTICE OF LAW,
- 2) FRAUD,
- 3) BREACH OF CONTRACT,
- 4) BREACH OF FIDUCIARY DUTY,
- 5) NEGLIGENCE,
- 6) RICO, AND
- 7) INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

DEMAND FOR JURY TRIAL

20 Plaintiff, TERESA KEEHAN, complains and alleges against the defendants as follows:

21 THE PARTIES

22 1. Plaintiff TERESA KEEHAN is a California resident with her principal place
23 residence at 2071 Sole Glen Escondido, CA 92029.

24 2. Plaintiff is informed and believes and on this information and belief alleges that
25 UNITED LAW GROUP, INC., (hereafter "UNITED LAW GROUP") is a corporation duly
26 organized under the laws of the state of California with a principal place of business at 2525
27 Campus Dr., Irvine, CA 92612.

28 3. Plaintiff is informed and believes and therefore alleges that defendant C.C. BROWN

1 LAW, LLC, d/b/a THE LAW OFFICE OF C.C. BROWN (referred to herein interchangeably as
 2 "C.C. BROWN" and "THE LAW OFFICE OF C.C. BROWN") is a Utah limited liability
 3 company with a principal place of business at 2225 Murray Holladay Rd. Ste 102, Holladay, UT
 4 84117.

5 4. Plaintiff is informed and believes and therefore alleges that CHARLES BROWN is
 6 an individual with a residence in the state of Utah at an unknown address and a principal place of
 7 business at 2225 Murray Holladay Rd. Ste 102, Holladay, UT 84117. CHARLES BROWN was
 8 at all times relevant herein, the owner and managing member of C.C. BROWN LAW, LLC,
 9 d/b/a THE LAW OFFICE OF C.C. BROWN and exercises control to the extent that C.C.
 10 BROWN LAW, LLC is, and was at all times relevant herein, his alter ego.

11 5. DOES 1 through 20, inclusive, are sued under fictitious names because the true
 12 names and capacities, whether individual, corporate, partnership or otherwise, are presently
 13 unknown to Plaintiff. When the true names and capacities of DOES 1 through 20, or any of
 14 them, are ascertained, Plaintiff will seek leave to amend this pleading to reflect accurately such
 15 real names and capacities.

16 JURISDICTION AND VENUE

17 6. This court has jurisdiction over UNITED LAW GROUP and C.C. BROWN because
 18 each are either an entity organized and existing under the laws of the State of California or an
 19 entity that does sufficient business in California such that jurisdiction by the California courts is
 20 permissible under traditional notions of fair play and substantial justice.

21 7. This court has jurisdiction of CHARLES BROWN as a result of his substantial
 22 contacts with California through his ownership and control of the LAW OFFICE OF C.C.
 23 BROWN such that jurisdiction by the California courts is permissible under traditional notions
 24 of fair play and substantial justice.

25 8. Pursuant to California Civil Code § 1780(c), venue is proper in this Court because
 26 plaintiff resides in San Diego County, a substantial portion of the transactions and wrongs
 27 complained herein have taken place within San Diego County, and defendants have received
 28 substantial compensation in San Diego County by doing business here and engaging in numerous

1 activities which had an effect in this county.

2 FACTUAL ALLEGATIONS

3 9. Plaintiff TERESA KEEHAN is the owner of a home located at 2071 Sole Glen
4 Escondido, CA 92029. Plaintiff is also trustor of a mortgage held by OneWest Bank. Sometime
5 in early 2009 plaintiff's husband, JOHN KEEHAN, lost his job resulting in financial hardship
6 and an inability to maintain mortgage payments to OneWest Bank. Although plaintiff's
7 household income was reduced, it was still at about \$7500 per month. As a result, plaintiff is a
8 good candidate to receive a loan modification.

9 10. Shortly after falling behind in her mortgage payments, plaintiff was contacted by
10 UNITED LAW GROUP through a telephone solicitation. This telephone solicitation was in
11 violation of the California Rules of Professional Conduct, Rule 1-400. UNITED LAW GROUP
12 represented to plaintiff that they were a law firm that would assist her with obtaining a loan
13 modification and would bring legal action against her lender to ensure that a modification
14 occurred. Believing the representations of UNITED LAW GROUP to be true, plaintiff agreed to
15 retain their services. UNITED LAW GROUP charged plaintiff a \$ 3,000 advance fee for their
16 services, which plaintiff paid.

17 11. After receiving the advance fee from plaintiff, UNITED LAW GROUP never made
18 any substantial efforts to assist plaintiff in obtaining a loan modification. UNITED LAW
19 GROUP never brought the promised legal action against OneWest Bank. UNITED LAW
20 GROUP's entire efforts consisted of sending documents to OneWest Bank along with a
21 ridiculous letter threatening to bring legal action if the bank did not modify the loan. The letter
22 sent to OneWest Bank was completely lacking in any legal or factual basis to justify a credible
23 legal cause of action.

24 12. The attorney with UNITED LAW GROUP who drafted the letter to OneWest Bank
25 was Sean Alan Rutledge (State Bar No. 255938), who has been barred from the practice of law
26 in California. It is believed that UNITED LAW GROUP delegated the primary responsibility for
27 plaintiff's account to Sean Alan Rutledge. Although previously a member of the California state
28 bar, Sean Alan Rutledge was subjected to disciplinary charges by the State Bar of California for,

Law Office of Duane M. Linstrom
2667 Camino del Rio South, Suite 301-12
San Diego, CA 92108

1 among other things, Failure to Perform With Competence, Moral Turpitude, Failure to Respond
2 to Client Inquiries, and Failure to Refund Unearned Fees. These charges stemmed from
3 complaints made by clients who had hired UNITED LAW GROUP to help with loan
4 modifications in fact patterns substantially identical to this matter. The State Bar Court found
5 that Sean Alan Rutledge had abused his fiduciary relationship with his clients and posed a
6 substantial threat of harm not only to his clients but to the general public and thereafter barred
7 him from the practice of law in California.

8 13. After the UNITED LAW GROUP failed to provide any meaningful assistance in
9 obtaining a loan modification, THE LAW OFFICE OF C.C. BROWN contacted plaintiff via the
10 United States Post Office. Plaintiff then visited C.C. BROWN's law office located at 125 West
11 Mission Avenue, Escondido, CA 92025. By virtue of having solicited plaintiff's business in
12 California, maintaining a law office in California, and representing themselves to be a law firm,
13 plaintiff was led to believe that THE LAW OFFICE OF C.C. BROWN was a law firm licensed
14 to practice law in the state of California. C.C. BROWN also represented to plaintiff that they
15 had a 96% success rate in obtaining loan modifications. In fact, the representations of C.C.
16 BROWN were fraudulent and misleading. THE LAW OFFICE OF C.C. BROWN is not a law
17 firm licensed to practice law in the state of California. Defendant CHARLES BROWN, the
18 owner and manager of THE LAW OFFICE OF C.C. BROWN, is an attorney licensed to practice
19 law in the state of Utah but not California. Furthermore, C.C. BROWN did not have a 96%
20 success rate with achieving loan modifications.

21 14. As a direct result of the misrepresentations of C.C. BROWN, plaintiff entered into
22 what she believed was a valid attorney-client relationship with C.C. BROWN. Plaintiff agreed
23 to pay C.C. BROWN three payments of \$ 1166.00 each. After receiving money from plaintiff,
24 C.C. BROWN began to collect documents from plaintiff and forward them to OneWest Bank in
25 order to obtain a loan modification. It soon became apparent that the efforts of C.C. BROWN
26 were inadequate to persuade OneWest Bank to modify plaintiff's loan. It was also clear that
27 C.C. BROWN was unable to bring legal action against OneWest Bank due to the fact that neither
28 CHARLES BROWN nor THE LAW OFFICE OF C.C. BROWN are licensed to practice law in

1 the state of California.

2 15. After plaintiff had spent thousands of dollars seeking legal help from two different
3 law firms representing that they were licensed to practice law in California and capable of
4 providing effective assistance, nothing had been achieved and a foreclosure date was rapidly
5 approaching. As can be reasonably expected, the prospect of losing her home and the
6 realization that she had been misled by those who had a fiduciary obligation to protect her
7 caused plaintiff significant anxiety and emotional distress.

8 16. Three days before a trustee's sale on her home, plaintiff's husband contacted yet
9 another attorney, who was in fact licensed to practice law in California, was able to obtain an
10 emergency temporary restraining order on the last court day before foreclosure, and bring a legal
11 action against OneWest Bank to protect plaintiff's rights under California law. This legitimate
12 legal pressure resulted in a prompt response by OneWest Bank, who quickly offered a trial
13 modification to plaintiff. Unfortunately, this was the third law firm that plaintiff had paid for
14 assistance as UNITED LAW GROUP and THE LAW OFFICE OF C.C. BROWN had either
15 refused or were unable to provide the legal representation they had stated they would provide.

16 FIRST CAUSE OF ACTION

17 Unlawful Practice of Law

18 (Against C.C. Brown and Charles Brown)

19 17. Plaintiff incorporates by reference the material factual allegations above.

20 18. Defendants C.C. BROWN and CHARLES BROWN represented and advertised
21 themselves as attorneys licensed to practice law in the state of California.

22 19. Based on their representations, Plaintiff retained defendants C.C. BROWN and
23 CHARLES BROWN to perform legal services in reliance upon their representations that C.C.
24 BROWN was legally licensed to practice law in the state of California and that she was retaining
25 competent legal counsel.

26 20. Defendants C.C. BROWN and CHARLES BROWN attempted to negotiate a loan
27 modification on behalf of plaintiff after a Notice of Default had been filed.

28 21. As a direct result of defendants C.C. BROWN and CHARLES BROWN not being

1 licensed to practice law in the state of California and their lack of knowledge of California law,
 2 plaintiff was directly harmed, including money paid to defendants C.C. BROWN and CHARLES
 3 BROWN, emotional distress from the trauma of coming within days of losing their home, and
 4 the expense of having to retain yet another attorney to provide the services that defendants C.C.
 5 BROWN and CHARLES BROWN claimed they would provide.

6 SECOND CAUSE OF ACTION

7 **Fraud**

8 **(Against All Defendants)**

9 22. Plaintiff incorporates by reference the material factual allegations above.

10 23. Each of the defendants, directly or through their employees, made false
 11 representations to plaintiff. The false representations included the following:

- 12 a. That they were licensed to practice law in California,
- 13 b. That plaintiff would be adequately and competently represented,
- 14 c. That they had a success rate of obtaining modification with greater than 96% of
 15 their clients, and
- 16 d. That their efforts on behalf of client would make a material difference in whether
 17 or not plaintiff could obtain a modification.

18 24. Plaintiffs believed the representations to be true.

19 25. Defendants knew the representations to be false.

20 26. Defendants knew that plaintiff would rely upon their false representation and
 21 intended for plaintiff to so rely.

22 27. The representations were made recklessly and without regard for the truth.

23 28. Plaintiff relied upon defendants' false representations.

24 29. Plaintiff was directly harmed as a result of defendants' false representation, including
 25 financial harm and emotional distress.

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2667 Camino del Rio South, Suite 301-12
San Diego, CA 92108

THIRD CAUSE OF ACTION

Breach of Contract

(Against UNITED LAW GROUP)

30. Plaintiff incorporates by reference the material factual allegations above.

31. Plaintiff and defendant UNITED LAW GROUP entered into a contract whereby UNITED LAW GROUP agreed to represent plaintiff in negotiations with OneWest Bank for a loan modification and to bring legal action against OneWest Bank.

32. UNITED LAW GROUP agreed to provide competent and professional legal representation in exchange for an upfront fee of \$ 3,000.

33. Plaintiff paid UNITED LAW GROUP the \$ 3,000.

34. UNITED LAW GROUP failed to bring legal action against OneWest Bank or to provide any legal representation of any value whatsoever, thereby breaching the contract.

35. UNITED LAW GROUP's breach of contract resulted in harm to plaintiff, including loss of the \$ 3,000 paid, emotional distress, and the cost and effort of having to retain another attorney.

FOURTH CAUSE OF ACTION

Breach Fiduciary Duty

(Against All Defendants)

36. Plaintiff incorporates by reference the material factual allegations above.

37. Defendants entered into at least a putative attorney-client relationship with plaintiff and as a result had a fiduciary obligation to act in plaintiff's best interest.

38. Defendants violated their fiduciary duty toward plaintiff by the following:

- a. Failing to provide adequate legal representation,
- b. Accepting payment for inadequate and/or unlicensed legal work,
- c. Failing to inform plaintiff of the true state of facts regarding their representation,
and
- d. Misleading plaintiff as to their abilities and likely outcomes.

39. As a proximate result of defendants' violations of their fiduciary duties, plaintiff

1 suffered damages, including loss of the money paid to defendants, emotional distress, and the
2 cost and effort of having to retain another attorney.

3
4 **FIFTH CAUSE OF ACTION**

5 **Negligence**

6 **(Against All Defendants)**

7 40. Plaintiff incorporates by reference the material factual allegations above.

8 41. Defendants, and each of them, owed plaintiff a duty of care to truthfully represent the
9 services they would perform, to honestly represent the efficacy of their services, to honestly
10 represent their ability to perform those services, and to perform any such services with due care.

11 42. Defendants, and each of them, negligently failed to meet this standard of conduct.

12 43. Defendants' failure to meet the standard of conduct was the proximate cause of
13 damage to plaintiff.

14 44. Plaintiff was damaged as a result of defendants' negligence, includes loss of the
15 money paid to defendants, emotional distress, and the cost and effort of having to retain another
16 attorney.

17 **SIXTH CAUSE OF ACTION**

18 **Violation of the Racketeering and Corrupt Organization Act**

19 **(Against C.C. Brown and United Law Group)**

20 45. Plaintiff incorporates by reference the material factual allegations above.

21 46. Defendants C.C. BROWN and UNITED LAW GROUP are existing enterprises
22 engaged in interstate commerce.

23 47. Defendants C.C. BROWN and UNITED LAW GROUP made use of the mail and
24 wires to commit fraud. Specifically, defendants used the mail and wires to solicit plaintiff's
25 business and mislead her regarding the type, efficacy, and nature of the legal representation they
26 offered to provide for her.

27 48. Defendants knew their representations to be false and intended plaintiff to rely upon
28 those representations.

49. Plaintiff did in fact rely upon defendants' representations and plaintiff's reliance

1 upon defendants' false representations was the proximate cause of harm to plaintiff, including
2 loss of the money paid to defendants, emotional distress, and the cost of effort of having to retain
3 another attorney.

4 **SEVENTH CAUSE OF ACTION**

5 **Intentional Infliction of Emotional Distress**
6 **(Against All Defendants)**

7 50. Plaintiff incorporates by reference the material factual allegations above.

8 51. Defendants, and each of them, had a fiduciary relationship with plaintiff.

9 52. Defendants' actions in telling plaintiff that they could help her keep her home, that
10 they were licensed to practice law in the state of California, that they would provide competent
11 legal representation, that they had a 96% success rate, and taking payment from plaintiff and
12 then failing to provide those services was outrageous and reckless.

13 53. Defendants actions led to plaintiff being within 24 hours of losing her home, in spite
14 of being well qualified for a modification and having retained two "law firms" for assistance. As
15 a result of being badly exploited by supposed fiduciaries in a time of financial need and nearly
16 losing her home, plaintiff suffered severe emotional distress.

17 54. Defendants conduct was substantial factor in causing plaintiff's severe emotional
18 distress.

19 **CONCLUSION**

20 WHEREFORE, plaintiff prays that the court find against defendants, and each of them, as
21 follows:

- 22 1. For compensatory, consequential and incidental damages in an amount to be proven at
23 the time of trial;
- 24 2. For general damages in an amount to be determined at the time of trial;
- 25 3. For attorneys' fees and costs and such other recovery as afforded by statute;
- 26 4. For prejudgment interest at the legal rate of recovery;
- 27 5. Triple damages, according to statute;
- 28 6. For punitive damages in a amount deemed sufficient to punish defendants, and each of

1 them;

2 7. For such other relief as the court deems just and proper.

3 Dated: February 2, 2010

4 THE LAW OFFICE OF DUANE M. LINSTROM

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8 Duane M. Linstrom
9 Attorney for Plaintiff
10 Teresa Keehan

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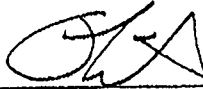
Law Office of Duane M. Linstrom
2667 Camino del Rio South, Suite 301-12
San Diego, CA 92108

JURY DEMAND

Plaintiff hereby demands a trial by jury.

Dated: February 2, 2010

THE LAW OFFICE OF DUANE M. LINSTROM



Duane M. Linstrom
Attorney for Plaintiff
Teresa Keehan

Law Office of Duane M. Linstrom
2667 Camino del Rio South, Suite 301-12
San Diego, CA 92108

EXHIBIT “B”

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

Teresa Keehan

(b) County of Residence of First Listed Plaintiff San Diego

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Duane M. Linstrom, Law Office of Duane M. Linstrom
667 Camino del Rio South, Suite 301-12, San Diego, CA 92108

DEFENDANTS

United Law Group, Inc. et al.

County of Residence of First Listed Defendant

(IN U.S. PLAINTIFF CASES ONLY)
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

Robert J. Buscho, Attorney for Defendant United Law Group

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
- ☒ 3 Federal Question (U.S. Government Not a Party)
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- (For Diversity Cases Only)
- | | | | |
|---|--|---|--|
| Citizen of This State | PTF <input checked="" type="checkbox"/> 1 DEF <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | PTF <input type="checkbox"/> 4 DEF <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	PERSONAL INJURY	PERSONAL INJURY	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input checked="" type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	LABOR	SOCIAL SECURITY	FEDERAL TAX SUITS
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 861 HIA (1395m) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609

V. ORIGIN

(Place an "X" in One Box Only)

- ☐ 1 Original Proceeding ☒ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

18 U.S.C. §§ 1961 et seq

Brief description of cause:

RICO

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

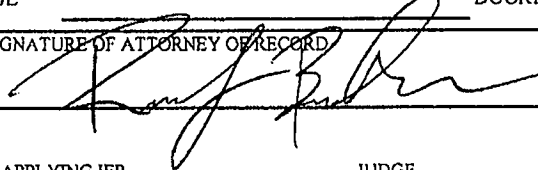
JUDGE

DOCKET NUMBER

DATE

02/24/2010

SIGNATURE OF ATTORNEY OF RECORD



BY FAX

FOR OFFICE USE ONLY

RECEIPT # 10849 AMOUNT 350.00

APPLYING IFP

JUDGE

MAG. JUDGE

CR MS 3/5/10

DUPLICATE

Court Name: USDC California Southern
Division: 3
Receipt Number: CAS010849
Cashier ID: msweeney
Transaction Date: 03/05/2010
Payer Name: DDS LEGAL SUPPORT SYSTEMS

CIVIL FILING FEE

For: KEEHAN V UNITED LAW GROUP
Case/Party: D-CAS-3-10-CV-000484-001
Amount: \$350.00

CHECK

Check/Money Order Num: 112006
Amt Tendered: \$350.00

Total Due: \$350.00
Total Tendered: \$350.00
Change Amt: \$0.00

There will be a fee of \$45.00
charged for any returned check.